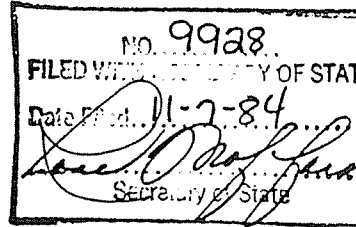


INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF ARIZONA
AND



THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT entered into this 17th day of September, 1984 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and a political subdivision organized and existing under the laws of the State of Arizona, acting by and through its Board of Directors, hereinafter called "DISTRICT",

WHEREAS, STATE is empowered by Section 28-108 Arizona Revised Statutes to enter into this Agreement, and by Section 45-2365 to grant right-of-way in, under, along or across STATE highway right-of-way for flood control purposes, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the STATE; and

WHEREAS, DISTRICT is empowered by Section 45-2343 and 45-2364 Arizona Revised Statutes to enter into this agreement and acting by and through its Board of Directors, has authorized the undersigned to execute same on behalf of DISTRICT; and

WHEREAS, DISTRICT desires to establish a flood control channel to be known as the RWCD Floodway; and

WHEREAS, said floodway will pass beneath U. S. Route 60 (Apache Boulevard) and Higley Road immediately east of the existing RWCD Irrigation Canal; and

WHEREAS, STATE proposes to participate in the cost of constructing a concrete box culvert at the above location to allow the floodway to pass beneath said highway;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

The STATE shall:

1. Grant to the DISTRICT the necessary right-of-way easements and/or permits for construction of the concrete box culvert within State's right-of-way and crossing beneath U. S. 60.
2. Provide additional information as may be required by for District consultants and cooperate with contractors during construction of the project.

3. Review and approve consultant's plans.
4. Pay 50% of the cost of constructing said box culvert, plus 15% of the above amount for engineering costs.
5. Pay within 45 days of receipt from District, each billing of State's share of the cost of constructing said box culvert, including construction engineering costs.
6. Participate in the final inspection of the construction project.
7. Allow the DISTRICT access to the bottom of the completed culvert for operation and maintenance of the floodway.

DISTRICT SHALL:

1. Engage a qualified consultant to conduct field survey, soil and foundation investigations, design and develop construction plans for the proposed project.
2. Review consultant's plans and engineering calculations.
3. Engage a qualified consultant to provide the necessary construction engineering, field staking and testing required for quality control and adherence to plans and specifications.
4. Act as the contracting agency for the project, and shall call for, receive, open and tabulate bids for the project. Prior to award of contract, the DISTRICT shall furnish copies of the tabulation of all bids received from prospective contractors to the STATE for review and approval.
5. Be responsible for making progress payments for all costs of design, construction engineering and construction of the project.
6. Submit to STATE within 45 days after final payment of each phase, a bill based on engineer's estimate of STATE's share of the cost of construction engineering and construction of the project.
7. Acquire without cost to STATE, any required rights of way or easements needed to construct the project.
8. Indemnify and hold STATE harmless from any liability which may be incurred as a direct and proximate result of DISTRICT's design and construction of the project for the duration of construction, and its operation and maintenance of the floodway thereafter.
9. Final approval and acceptance of the project shall be the joint responsibility of DISTRICT and STATE.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid; provided, however, that this Agreement may be cancelled at any time prior to the commencement of work upon 30 days written notice by one party to the other party.

All parties hereto acknowledge that this Agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this Agreement, a copy of District's resolution passed by its Board of Directors, a copy of the written Determination of the appropriate attorney that District is authorized under the laws of this State to enter into this Agreement and that said Agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

BY: *Tom Cantore*
ACTING Chairman, Board of
Directors

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: *Walter O. Ford*
Walter O. Ford
Chief Deputy State Engineer

DATE: SEP 17 1984

ATTEST:

Cherie E. Ellis
Clerk, Board of Directors
Flood Control District of Maricopa
County

RECOMMEND FOR APPROVAL:

FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

BY: *D. J. Ramon*
Chief Engineer and General Manager

Please return an executed copy to
the Clerk of the Board of Supervisors.

Please return an executed copy to
the Clerk of the Board of Supervisors.

N/A		N/A	
Total Cost	Fund	Financial Officer	Date

N/A	Date	N/A	Date
Personnel Director		(Signature)	

Legal Review is on the contract.

General Counsel _____ Date _____

Flood Control District of Maricopa County

Action Recommended By D. Jaramato ✓ Date 8-27-84

BOARD OF DIRECTORS: Action taken:
☒ Approved ☐ Disapproved ☐ Deleted

Continued to: (Date & type of meeting)

Cheri E. Elly 9-17-84
Clerk of the Board Date

APPROVED FOR AGENDA:

AC Entekook 8-28-84
Approving Official Date

RECOMMENDATION OF COUNTY MANAGER:
 Approve _____ Disapprove _____

Comments: _____

County Manager _____ Date _____
(Revised 1/83)

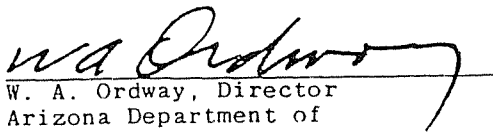
(Revised 1783)

SECTION: U.S. 60 (Apache Boulevard)
and Higley Road

RESOLUTION

BE IT RESOLVED on this 17th day of OCTOBER, 1984, that I,
W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION,
have determined that it is in the best interests of the State of
Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and
through the Highways Division, enter into an Intergovernmental
Agreement with The Flood Control District of Maricopa County for
the purpose of allowing the Flood Control District to construct a
flood control channel beneath U.S. Route 60 (Apache Boulevard) and
Higley Road immediately east of the existing RWCD Irrigation
Canal.

Therefore, authorization is hereby given to draft said Agreement
which, upon completion, shall be submitted for approval and
execution by the Chief Deputy State Engineer.


W. A. Ordway, Director
Arizona Department of
Transportation

JDC:ks

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

GENERAL COUNSEL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The Flood Control District of Maricopa County Agreement with the State of Arizona, Department of Transportation, concerning construction of bridges at Route U.S. 60 where it crosses the proposed RWCD Floodway, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Secs. 11-952, 45-2343 and 45-2364, as amended, by the undersigned General Counsel who has determined that it is in proper form and is within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

DATED this 10 day of August, 1984.

LARRY J. RICHMOND
General Counsel





OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
16021 255 1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 84-6-11, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of October, 1984.

ROBERT K. CORBIN
Attorney General

Assistant Attorney General
Transportation Division